

EXHIBIT A

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NETLIST INC.,

Plaintiff,

v.

SAMSUNG ELECTRONICS CO.,
LTD.,

Defendant.

Case No. 8:20-cv-00993-WLH-ADS

VERDICT FORM

VERDICT

We answer the questions submitted to us as follows:

QUESTION NO. 1:

At the time the parties entered the Joint Development and License Agreement (“JDLA”), what did the parties intend Section 6.2 to mean?

☒ A. Samsung agreed to supply NAND and DRAM products to Netlist on Netlist’s request at a competitive price, not limited to use in the joint development project.

☐ B. Samsung agreed to supply, pursuant to the JDLA, NAND and DRAM products to Netlist only for the parties’ NVDIMM-P joint development project, on Netlist’s request at a competitive price.

If your answer to Question No. 1 is option A, do not answer Question No. 2, and have the presiding juror sign and date this form.

If your answer to Question No. 1 is option B, answer Question No. 2.

QUESTION NO. 2:

Did Netlist prove that Samsung materially breached its obligations under Section 6.2?

☐ Yes

☐ No

Have the presiding juror sign and date this form.

REDACTED

Dated: 03/24/25

Signed: _____

Presiding Juror